

# DEMAND PROMISSORY NOTE

Place FARIDABAD

Date 5-1-2019

On demand, we hereby promise and undertake to pay M/s. Equitas Small Finance Bank Limited the Lender or its order at Chennai, unconditionally and on demand, the sum of Rs. 3030.00/- (Rupees THREE LAKH THREE THOUSAND ONLY)

Only) with interest thereon at the rate of 22.03 % per annum from the date of payment in full for the value received.

We waive presentment, notice of non-payment, protest, notice of protest and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms or discharge of any collateral for this Note.

Signature :

Name ASHISH S/o SUKHBIR  
Full Address 28 VILL. BADARPUR SAID  
TEH. BALLABGARH DIST. FBD HR-121004

Ashish  
Signature  
(Borrower)

Name BABITA W/o ASHISH  
Full Address 28 VILL. BADARPUR SAID  
KHERI KALAN DIST. FBD HR-121004

बबिता  
Signature  
(Co-Borrower 1)

Name SUKHBIR SINGH S/o HUKAM SINGH  
Full Address 33 VILL. BADARPUR SAID  
FARIDABAD HR-121004

सुखबीर  
Signature  
(Co-Borrower 2)

Name \_\_\_\_\_  
Full Address \_\_\_\_\_

\_\_\_\_\_  
Signature  
(Guarantor 1)

Name \_\_\_\_\_  
Full Address \_\_\_\_\_

\_\_\_\_\_  
Signature  
(Guarantor 2)

Ashish  
Borrower

बबिता  
Co-Borrower 1

सुखबीर  
Co-Borrower 2

Guarantor 1

Guarantor 2

any law.

- d) There shall be no set-off or counter claim by the Borrowers/guarantor and that all payments made by the Borrowers under this agreement must be made without set-off or guarantee of any of them or under any law.

## 23. INDEMNITY:

The Borrowers/guarantor shall indemnify and keep indemnified the bank against all actions, suits, proceedings and all costs, charges, insurance premium expenses, losses or damages which may be incurred or suffered by the bank by reason of false or misleading information given by the Borrowers/guarantor of any terms, conditions, agreements and provisions hereunder. The bank shall be entitled to include any amount payable by the Borrowers under this clause in the said dues being the subject matter of this agreement.

## 24. NOTICE:

Any notice pursuant hereto shall be deemed to be duly given and served if sent by registered post/courier/telegram/facsimile transmission / Email addressed to the borrower's addresses mentioned heretofore and such notice shall be deemed to take effect on the third working day following the date of the posting or the actual date of receipt whichever is earlier.

## 25. RIGHT TO PUBLISH DEFAULTER INFORMATION

The Borrower does hereby unconditionally and irrevocably agree as a condition of such loans extended to the Borrower by the Bank that in case the Borrower commits default in the repayment of such loans or in the payment of interest thereon or any one of the agreed instalments of the loans on due date, the Bank and / or Reserve Bank of India will have an unqualified right to disclose or publish, with or without photographs, the Borrower's name or the name of its company / firm / unit and/or its directors / partners / proprietor as defaulters, in such manner and through such medium/media as the Bank or Reserve Bank of India in its absolute discretion may think fit.

## 26. COSTS AND EXPENSES:

All cost (including advocates costs) charges, expenses, costs, duties (including stamp duties) in connection with this agreement, any document executed pursuant hereto and the creation, enforcement, realization of any security shall be borne and paid by the Borrowers and the guarantor. The Borrowers and guarantor shall be liable to pay the bank any expenses incurred by it in collecting or attempting to collect the instalments of interest and principal and any other amounts due to the bank including expenses of legal proceedings and of representatives engaged for collections.

## 27. WAIVER:

Any delay in exercising or omitting to exercise any right power or remedy accruing to the bank under this agreement or any other agreement or document or concession provided by the bank shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default, but shall the action or inaction of the bank in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the bank in respect of any other default.

## 28. ENFORCEABILITY:

In one or more provisions set forth in this agreement is invalid or unenforceable, it is agreed that the remainder of the agreement shall nevertheless be enforceable and that, to the extent permitted by law, the parties intention, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

## 29. CREDIT INFORMATION:

- a) The Borrowers/guarantor hereby agrees and gives consent for the disclosure by the bank of all or any such:
- Information and data relating to the Borrowers/ guarantor,
  - The information of data relating to any credit facility availed off to be availed, by the Borrowers/guarantor and
  - Default, if any, committed by the Borrowers/guarantor, in discharge of my/our such obligation, as the bank may deem appropriate and necessary to disclose and furnish to credit information bureau and any other agency authorized in this behalf by RBI.
- b) The Borrowers/guarantor undertakes that:
- The credit information bureau and any other agency so authorized may use, process the said information and data disclose by the bank in the manner deemed fit by them and
  - The credit information bureau and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be prescribed by the Reserve Bank of India in this behalf. The Borrowers/guarantor further agrees and gives consent for disclosure by the bank of all or any of the information of the Borrowers/guarantor to group companies, subsidiaries or any other person as the bank may deem fit.

## 30. MISCELLANEOUS:

- a) The bank reserves the rights to alter, amend or revise any of the terms and conditions (including the interest rate, additional interest rate, the rates as applicable for prepayment and any other charges levied under this agreement) and may notify the Borrowers of any changes to the terms and conditions in any manner it considers appropriate.
- b) Any changes in address of Borrowers/guarantor shall be intimated to the bank in writing within 4 days of such change.
- c) This agreement shall be governed by and construed in accordance with the Laws of India.
- d) If there are two or more Borrowers, the borrower's liabilities under this agreement shall be joint and several.
- e) In all correspondence, the agreement number should be quoted by the Borrowers and the guarantor.
- f) All remedies of the bank under this agreement whether provided herein or conferred by state, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- g) In this agreement, unless the context or meaning thereof otherwise requires:
- The singular includes the plural, and vice versa.
  - Words importing the masculine gender will include the feminine gender and neutral gender.
  - The pronouns "he", "she", "it", "their", etc, cognate variations are used as inter changeable and should be interpreted in accordance with the context.
  - Words denoting a person shall include an individual, corporation, bank, partnership firm, trust or any other entity.
  - Headings are for reference and convenience only.
- h) No change in the constitution of the Borrowers/guarantor in case they are partnership firm/company/HUF as the case may be, during the continuation of this agreement shall impact or discharge the liability of the Borrowers/guarantor.

## 31. ARBITRATION, DEBT RECOVERY TRIBUNAL AND SARFAESI:

- a) All disputes, differences and/or claims arising under this agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the arbitration and condition act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator nominated by the bank. The award given by such arbitrator shall be final and binding on all parties to this agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the bank, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage left by his predecessor. The venue of arbitration proceedings shall be at Chennai or such other place/ location / city which the bank at its discretion may decide from time to time.
- b) Notwithstanding or without prejudice to the arbitration clause, in the event the Debt Recovery Tribunal has jurisdiction over the dispute, difference and/or claim that may have arisen between/among the parties, the Bank shall, at its discretion invoke the jurisdiction of the Debt Recovery Tribunal of the place mentioned in the place under Article 32 below shall have exclusive jurisdiction to settle such dispute, difference and/or claim.
- c) Without prejudice to the rights of the Bank under Article 31 (a) and (b) above, the Bank shall have the right to invoke the provisions of THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 and its statutory amendments thereof over the assets hypothecated and/or mortgaged to it under this agreement.
- d) Notwithstanding the initiation and pendency of arbitration proceeding, the Bank shall have the right to invoke the provisions of THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 and its statutory amendments thereof over the assets hypothecated and/or mortgaged to it under this agreement.

## 32. JURISDICTION:

This agreement has been accepted and executed by the bank at Chennai and all covenants, terms and conditions hereof including, payments, shall be observed and performed at Chennai and the Borrowers and guarantor specifically agree, subject to the arbitration clause contained herein, that courts in Chennai alone shall have exclusive jurisdiction over any matter arising out of or concerning this agreement.

IN WITNESS WHEREOF THE PARTIES HEREIN SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR AS STIPULATED IN THE SCHEDULED BELOW IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED AND DELIVERED SIGNED AND DELIVERED SIGNED AND DELIVERED

By the within named By the within named By the within named

EQUITAS SMALL FINANCE BANK LIMITED

Authorized signatory

Ashish  
Borrower

Co-Borrower 1

Co-Borrower 2

Borrowers

Guarantors

Guarantor 1

Guarantor 2

SCHEDULE

☞ (G2)

☞ (G1)

☞ (Co-B 2)

☞ (B) Ashish ☞ (Co-B 1)

वर्ष २०११

२५ २००७/१२

☞ (B) Ashish

☞ (Co-B 1)

वर्ष २०११

☞ (Co-B 2)

२५ २००७/१२  
☞ (G1)

☞ (G2)

For EQUITAS SMALL FINANCE BANK LTD.,

Authorised Signatory

*[Signature]* ०९/१२



SCHEDULE 1

☞ G2

☞ G1

सुखवी 2

☞ Co-B 2

वपीता

☞ B Ashish ☞ Co-B 1

☞ B Ashish

☞ Co-B 1 वपीता

☞ Co-B 2

सुखवी 2 ☞ G1

☞ G2

For EQUITAS SMALL FINANCE BANK LTD.,

Authorised Signatory  05/07